



ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

| PROCUREMENT INFORMATION | |
|---|--|
| RFP Number: <i>2019-700-01</i> | RFP Title: <i>Digital Fingerprinting Services</i> |
| Proposal Due Date and Time: <i>Friday, May 03, 2019</i> <i>12:00 p.m., Central Time</i> | Number of Pages: <i>52</i> |
| Procurement Officer: <i>Vicki Cooper-Robinson, Procurement Manager</i> Phone: (334) 353-2471 E-mail Address: <i>vicki.robinson@dhr.alabama.gov</i> Website: <i>http://www.dhr.alabama.gov</i> | Issue Date: <i>Monday, March 25, 2019</i> Issuing Division: <i>Legal /Criminal History</i> |

| INSTRUCTIONS TO VENDORS | |
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| Submit Proposal to: <i>Starr Stewart, Director</i> Resource Management Division/Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Second Floor-Room Q3-019 50 Ripley Street Montgomery, AL 36130-4000 | Label Envelope/Package: RFP Title/Number: <i>Digital Fingerprinting Services/2019-700-01</i> Proposal Due Date: <i>Friday, May 03, 2019</i> Special Instructions: |
| VENDOR INFORMATION | |
| (Fill in the information fields below and return this form with RFP response) | |
| Vendor Name/Address: (no P.O. Boxes) | Authorized Vendor Signatory: |
| DUNS NUMBER: _____ | (Please print name and sign in ink) |
| Vendor Phone Number: () | Vendor FAX Number: () |
| Vendor Federal I.D. Number: | Vendor E-mail Address: |
| Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy | |
| Total number of proposal pages: _____ | |
| Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>) | |

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT

DATE

RFP Issue Date..... March 25, 2019

Deadline for Receipt of Written Questions.....April 05, 2019

Deadline for Posting of Written Responses to QuestionsApril 12, 2019

Proposal Due Date..... May 03, 2019

Evaluation of Proposals and Selection of Vendors June 04-07, 2019

Intended Date for Notice of Intent to Award a ContractJune 21, 2019

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “ALDHR or the Department”) seeks a qualified third-party vendor to provide high quality digital fingerprinting services for individuals who provide care for children, the elderly, and people with disabilities and are required to undergo a criminal history background check pursuant to §§ 38-13-1, Ala. Code (1975), et seq., as amended, the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018, and/or the Child Care and Development Block Grant Act (“CCDBG”) located at 42 U.S.C.A. § 9858f.

ALDHR also seeks a qualified third-party vendor to provide high quality digital fingerprinting services for individuals who are required to undergo a criminal history background check to have access to Federal Tax Information (“FTI”) pursuant to §41-27-10, Ala Code (1975).

The qualified third-party vendor’s system must accommodate all changes to all applicable laws, rules, and regulations that require criminal history background checks for the aforementioned individuals. ALDHR prefers commercial off-the-shelf software that does not require customization to support ALDHR requirements.

A contract will be awarded to the prospective responsible vendor that meets the specifications herein, exhibits an established history of providing these services to governmental agencies in a satisfactory manner, establishes a service agreement with the Alabama Law Enforcement Agency, if necessary, and proposes to provide the specified services at the lowest responsible price. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

Vendors must be certified FBI channelers.

1.3 CONTRACT TERM

The initial contract term is for a period of **two (2)** years beginning **October 01, 2019** and ending **September 30, 2021**. Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **three (3)** years, at the option of the Department. *Selected vendors must be fully operational on Tuesday, October 01, 2019.*

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement
Alabama Department of Human Resources

Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) *Friday, April 05, 2019*. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by *Friday, April 12, 2019* to all questions received by the deadline on *April 05, 2019*. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals*.

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

Vendors must include a legible copy of their legal status letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form (*Appendix B*) must be included.

1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at www.ago.alabama.gov under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in)

<http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement> when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.4 CERTIFICATE OF COMPLIANCE

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

1.6.5 E-VERIFY MOU

Vendors must submit e-verify memorandum of understanding/registration documentation with their proposals.

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.7 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.6.8 DUNS NUMBER

Vendors must include their Dun & Bradstreet, or D-U-N-S Number, a unique nine-digit identification number for each physical location of your business.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, vendors agree to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

The primary vendor, if a contract is awarded, shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

1.7.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been

established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

Starr Stewart, Director
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor - Room Q3-019
50 Ripley Street
Montgomery, AL 36130-4000

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the *RFP# 2019-700-01 (Digital Fingerprinting Services)*. ***Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, May 03, 2019.*** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.8.3 COST PROPOSAL FORMS

Vendors ***must*** respond to this RFP by utilizing the cost proposal forms found in *Appendix E*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, political beliefs or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D*).

The United States Citizenship and Immigration Services (www.uscis.gov) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by sworn affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.4 NO BOYCOTT CLAUSE

In compliance with Act 2016-312, a vendor must attest that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2.5 TERMINATION/ALTERNATIVE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

2.6 MERIT SYSTEM EXCLUSION

The vendor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

2.7 IMMIGRATION CLAUSE

By responding to this procurement, the vendor affirms, for the duration of any contract resulting from this procurement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom. (Appendix E)

2.8 DUNS NUMBER

Vendors must obtain a Dun & Bradstreet, or D-U-N-S Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

2.9 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.10 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) is included in this document.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.11.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.12 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.13 BEST AND FINAL OFFER

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

2.14 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.15 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.16 DEPARTMENT’S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.16.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.16.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.16.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.16.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.16.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.16.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.16.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.16.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

SECTION 3: SCOPE OF PROJECT

3.0 DIGITAL FINGERPRINTING SERVICES

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “ALDHR or the Department”) seeks a qualified third-party vendor to provide high quality digital fingerprinting services for individuals who provide care for children, the elderly, and people with disabilities and are required to undergo a criminal history background check pursuant to §§ 38-13-1, Ala. Code (1975), et seq., as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018, and/or the Child Care and Development Block Grant Act (“CCDBG”) located at 42 U.S.C.A. § 9858f.

ALDHR also seeks a qualified third-party vendor to provide high quality digital fingerprinting services for individuals who are required to undergo a criminal history background check to have access to Federal Tax Information or FTI pursuant to § 41-27-10, Ala. Code (1975).

The qualified third-party vendor’s system must accommodate all changes to all applicable laws, rules, and regulations that require criminal history background checks for the aforementioned individuals. ALDHR prefers commercial off-the-shelf software that does not require customization to support ALDHR requirements.

3.1 SERVICE REQUIREMENTS

ALDHR expects to have a volume of approximately 35,000 individuals undergo a criminal history background check annually. The current annual ALDHR volume is approximately 30,000 individuals per year. The approximate numbers for the past five years are indicated below.

- 2014—8,639 applications
- 2015—12,883 applications
- 2016—15,781 applications
- 2017—19,685 applications
- 2018—27,969 applications (as of December 20, 2018)

The ALDHR does not wish to own or operate the equipment required to perform these services. Fingerprint sites are to be selected and equipped by the vendor. ALDHR staff is to be trained by the vendor to access the vendor-created system. The fingerprint sites must be readily accessible to the public and located in areas that minimize any physical threat to the person who is to be fingerprinted. It is highly desirable that the sites be available on an extended-hours basis. Mobile service shall be available to accommodate special circumstances. Vendor may submit locations of sites to be utilized for fingerprinting services. ALDHR reserves the right to reject locations.

Finger and thumb prints to include a “four fingers taken simultaneously” print for each hand as directed by the Applicant Fingerprint card (FD-258 Rev. 5-11-99) or otherwise acceptable to the Alabama Law Enforcement Agency (“ALEA”), parent agency of State Bureau of Investigation (“SBI”), and the Federal Bureau of Investigation (“FBI”), are to be captured through livescan equipment that meets all SBI and FBI standards and requirements.

Currently, the SBI/FBI charge for fingerprint-based criminal history background check is \$38.25. The SBI part of the check is \$25.00 and the FBI part of the check is \$13.25. If the charges for the criminal history background check changes during the time of the contract, the fee charged for fingerprinting should also reflect the change in price. Applicants for fingerprint processing must be categorized as Non-DHR Fee Paid and DHR Fee Paid.

Fees required by ALEA/SBI and FBI for fingerprint processing along with transaction-based fees are to be collected from the Non-DHR Fee Paid applicant by the vendor. Fees charged by ALEA/SBI and FBI must be paid to ALEA/SBI by the vendor within 30 days or earlier if possible. ALEA/SBI will be responsible for paying the FBI fees to the FBI.

ALDHR will not pay fees to the vendor and fees required by ALEA/SBI and FBI for fingerprint processing associated with Non-DHR Fee Paid applicants. The vendor must collect transaction-based fees from Non-DHR Fee Paid applicants and will be responsible for transmitting to ALEA/SBI and FBI the associated fees, respectively.

ALDHR will pay fees associated with DHR-Fee Paid applicants. The vendor must collect transaction-based fees from ALDHR and will be responsible for transmitting to ALEA/SBI and FBI the associated fees, respectively. Fees charged by ALEA/SBI and FBI must be paid to ALEA/SBI by the vendor within 30 days or earlier if possible. ALEA/SBI will be responsible for paying the FBI fees to the FBI.

Unless otherwise designated by ALDHR, DHR-Fee Paid applicants include: current or prospective DHR employees; current or prospective DHR students, mentors, and volunteers with unsupervised access to children, the elderly, or persons with disabilities as one of the essential functions of the job; current or prospective DHR contractors with unsupervised access to children, the elderly, or persons with disabilities as one of the essential functions of the job; current or prospective DHR foster parents; and current or prospective DHR adoptive parents. DHR-Fee Paid applicants shall also include current employees or prospective applicants to whom employment has been offered and as a condition of employment are required to undergo a criminal history background check in order to have access to federal tax information or FTI.

Prints, accompanying data, and release documentation, including, but not limited to, the application, affidavit, mandatory criminal history check notice, and RAPSHEET(s), are to be transmitted in a secure manner to ALEA/SBI to be processed through the ALEA/SBI and FBI AFIS systems. ALEA/SBI will submit prints to FBI. Release documentation including, but not limited to, the application, affidavit, mandatory criminal history check notice, and reports of clear records and criminal history background reports or RAPSHEET(s) must be returned to the ALDHR in a secure electronic fashion consistent with the security requirements established under state and federal law and regulations and rules. The ALDHR will be responsible for making suitability determinations and issuing suitability letters via the vendor-created and vendor-maintained software program.

1. Scan sites are to be established by the vendor to serve applicants within the state of Alabama. Scan sites must be situated so that approximately 95% of state residents are within 20 miles of a scan site **and no fewer than 56 sites** dispersed throughout Alabama.
2. Scan sites must be safe, secure, accessible, and have adequate parking. Hours of operation must be at a minimum 8:00 a.m. to 5:00 p.m. CST Monday through Friday, with sites accessible to Russell County, Alabama being operational at a minimum 8:00 a.m. to 5:00 p.m. EST Monday through Friday. Extended and weekend hours are highly desirable for all sites. All sites must be *Americans with Disabilities Act* (“ADA”) compliant.
3. Vendor must allow applicants to schedule appointments for fingerprinting via telephone or internet. Appointments generally should not be required.
4. Vendor must be able to provide mobile scanning services to accommodate extraordinary circumstances. Prices related to this service should be stated separately.

5. Vendor must have substantial experience in providing fingerprint services through a network of scanning sites and be able to provide references from public entities for which it currently provides similar services.
6. Vendor must be bonded and insured and provide evidence of sound financial standing, including balance sheets and income statement.
7. Vendor must be able to securely process fee payment by credit/debit card, money order, cashier check, or direct agency billing.
8. Unless otherwise specified, the vendor-created system must be compatible with either Microsoft Internet Explorer 11, Microsoft Edge or Google Chrome browsers.
9. Vendor-created and vendor-maintained system must be designed so that ALDHR personnel in county offices and at the ALDHR Office of Criminal History Checks are able to enter the name and other identifying information into the system for DHR Fee Paid applicants; and obtain an individualized validation code to be printed and provided so that such applicants may complete digital applications at an off-site location. Vendor-created and vendor-maintained system must be designed so that ALDHR Office of Criminal History Checks personnel are also able to monitor ALDHR county office personnel entry of identifying information into the system for DHR Fee Paid applicants.
10. Vendor-created and vendor-maintained software program must include a digital application that categorizes applicants into specified application status with the DHR licensing or contract agency's name and address specified so that generated letters are distributed accordingly. The information entered into the system information must be printable by ALDHR Office of Criminal History Checks personnel.
11. Vendor-created and vendor-maintained software program for DHR-Licensed Child Care Facility (Day Care Center) and DHR-Licensed Child Care Facility (Home Day Care) applicants must also include a digital application that categorizes applicants into specified application status, including the fillable, printable contact information pertaining to each applicant such as name, address, places applicants have lived within the five (5) years preceding the date of application submission so that generated letters are distributed accordingly. The information entered into the system information must be printable by ALDHR Office of Criminal History Checks personnel.
12. Vendor-created and vendor-maintained software program for FTI applicants must also include a separate digital application that categorizes applicants into specified application status, including the fillable, printable contact information pertaining to each applicant such as name, address, places applicants have lived, attended school, and obtained/maintained employment within the five (5) years preceding the date of application submission so that generated letters are distributed accordingly. The information entered into the system information must be printable by ALDHR Office of Criminal History Checks personnel.
13. Vendor must be able to provide and maintain a software program in which individualized letters are generated by ALDHR personnel, including but not limited to suitability letters, closure letters; investigation letters; and incomplete application letters. Said letters must display the applicant names; applicant addresses; applicant status pursuant to §§38-13-3, Ala. Code (1975) et seq., as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018 and §41-27-10, Ala. Code (1975), and the Child Care and Development Block Grant Act ("CCDBGA") located at 42 U.S.C.A. § 9858f, as applicable; and employer/agency names and addresses. Unless otherwise specified, the closure letters and investigation letters shall contain automatically generated standard verbiage with

customizable fields that can be manipulated by ALDHR Office of Criminal History Checks personnel, if necessary.

14. Vendor must be able to provide activity tracking and transaction reports as required by the ALDHR.
15. Vendor must be able to process fingerprint submission in real time with a legibility and acceptability rate of at least 97%.
16. Vendor-created and vendor-maintained digital application shall contain specified categories for applicants as follows: Legal Name: First, Middle, Last; Aliases; Social Security Number or another acceptable identification reference number; Telephone Number; Address, City, State, Zip Code; Date of Birth; Race; Gender. Vendor may add other identifying information as needed.
17. Vendor-created and vendor-maintained system shall automatically reject incomplete and improperly authorized applications, with pop-up notifications immediately provided to the applicant. Vendor-created and vendor-maintained system shall automatically reject applications if the applicants do not provide the listed information referenced herein. Vendor-created and vendor-maintained system shall automatically reject applications if the legal name of the applicant and the electronic signature of the applicant do not match.
18. All vendor-created applications must contain an affidavit for release of information, which has been approved by ALDHR and the Alabama Law Enforcement Association, and electronically signed and dated by the applicant. Unless otherwise specified, the affidavit shall read as follows:

“I hereby authorize the Alabama Law Enforcement Agency to conduct a criminal history background check and to release my criminal history information to the Alabama Department of Human Resources. I do hereby for myself, my heirs, executors, and administrators release and forever discharge the Alabama Law Enforcement Agency and the Alabama Department of Human Resources and its officers and agents from any and all claims, actions, or causes of action which may arise as a consequence of the release of my criminal history information as authorized herein.

“I understand that the Alabama Department of Human Resources shall provide a suitability determination based on the criminal history information background review to me and the affiliated requesting agency or entity, as specified by law.

“Officials at the government institutions and other entities authorized to submit fingerprints and receive Federal Bureau of Investigation ("FBI") identification records under this authority must provide written notification to the individuals fingerprinted that the fingerprints will be used to check the criminal history records of the FBI. The officials making the determination of suitability for licensing or employment shall provide the applicants the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record. These officials also must advise the applicants that procedures for obtaining, a change correction, or updating of an FBI identification record are set forth in Title 28, CFR, § 16.34. Officials making such determinations should not deny the license or employment based on information in the record until the applicant has been afforded a reasonable time to correct or complete the record, or has declined to do so.

“I am aware that I have the right to a copy of the background check report and to challenge its accuracy and completeness. I am also entitled to due process in accordance with applicable statutes prior to any possible adverse action taken as a result of information reported from a criminal history background check.

“If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should contact the Records & Identification Division within ALEA at (334) 353-4340. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from the agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

“Payment of fingerprint fees and submission of fingerprints shall be deemed further positive affirmation of my intent to have a fingerprint based criminal history background check performed as authorized above.”

19. The first vendor-created and vendor-maintained digital application shall contain specified categories for applicants seeking a suitability determination pursuant to §§ 38-13-1, Ala. Code (1975), et seq., as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018, as follows:

EMPLOYMENT:

- ☐ DHR-Licensed Child Care Facility (Day Care Center)*
- ☐ DHR-Licensed Child Care Facility (Day Care Home)*
- ☐ DHR-Licensed Child Care Facility (Group Day Care Home)*
- ☐ DHR-Licensed Child Care Facility (Group Home)
- ☐ DHR-Licensed Child Care Facility (Maternity Center)
- ☐ DHR-Licensed Child Care Facility (Night Care Facility)*
- ☐ DHR-Licensed Child Care Facility (Transitional Living Facility)
- ☐ DHR-Licensed Child Care Facility (Child-Care Institution)
- ☐ DHR-Exempt Child Care Facility;
- ☐ DHR Employee;
- ☐ DHR-Licensed Adult Care Facility
- ☐ DHR-Child Care Facility that receives funds under CCDBG*

HOME STUDY:

- ☐ DHR Adoption; ☐ DHR Foster Care; ☐ Private Adoption; ☐ Relative Placement.

HOUSEHOLD MEMBERS:

- ☐ DHR Adoption; ☐ DHR Foster Care; ☐ DHR-Licensed Child Care Facility (Day Care Home)*;
- ☐ DHR-Licensed Adult Care Facility; ☐ Private Adoption; ☐ Relative Placement.

LICENSE/APPROVAL:

- ☐ DHR-Licensed Adult Care Facility; ☐ DHR-Licensed Child Care Facility (Day Care Center)*;
- ☐ DHR Foster Care; ☐ DHR-Licensed Child Care Facility (Home Day Care)*; ☐ Child Placing Agency.

VOLUNTEER WORK:

- ☐ Board Members; ☐ DHR Volunteer; ☐ Internship; ☐ DHR-Licensed Child Care Facility (Home Day Care)*; ☐ DHR-Licensed Child Care Facility(Day Care Center)*; ☐ DHR-Licensed Adult Care Facility.

***ADDRESSES FOR PLACES APPLICANT HAS LIVED IN THE PREVIOUS FIVE (5) YEARS:**

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20. ALDHR is subject to the requirements of the Child Care and Development Block Grant Act (“CCDBG”). Therefore, ALDHR desires a vendor, via the vendor-created and vendor-maintained system to provide an automated means to comply with the CCDBG, if possible. Specifically, 42 U.S.C.A. § 9858f of the CCDBG requires ALDHR to conduct background checks of prospective and current child care staff members of certain child care providers. 42 U.S.C.A. § 9858f requires that ALDHR conduct a criminal background check for a child care staff member that includes all of the following:

- (a) a search of the State criminal and sex offender registry or repository in the State where the child care staff member resides, and each State where such staff member resided during the preceding 5 years
 - (1) a fingerprint check is required to complete the in-state and inter-state criminal history check;
 - (2) a fingerprint check is optional to complete the in-state and inter-state sex offender registries;
 - (3) searching public facing criminal history sites or sex offender registries do not satisfy these requirements;
- (b) a search of State-based child abuse and neglect registries and databases in the State where the child care staff member resides, and each State where such staff member resided during the preceding 5 years
 - (1) a name-based check is acceptable to complete the in-state child abuse and neglect registries;
 - (2) a name-based check is acceptable to complete the inter-state child abuse and neglect registries;
- (c) a search of the National Crime Information Center
 - (1) the search must be performed by law enforcement;
 - (2) a public facing sex offender registry does not satisfy this requirement;
- (d) a Federal Bureau of Investigation fingerprint check using the Integrated Automated Fingerprint Identification System
 - (1) a fingerprint check is required to complete this check;
 - (2) this check does not cover the in-state and inter-state criminal history checks; and

(e) a search of the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006 (42 U.S.C. 16901 et seq.)

- (1) a public facing sex offender registry does not satisfy this requirement;
- (2) the national check does not cover the in-state or inter-state sex offender registries.

In addition to the foregoing, the 42 U.S.C.A. § 9858f(d)(2) and 42 U.S.C.A. § 9858f(d)(3) requires that the criminal background checks for prospective child care staff and current child care staff members must be conducted “no less than once during each 5-year period following the first submission on or after November 19, 2014” and “no less than once during each 5-year period following the first submission before November 19, 2014”, respectively.

The prospective and current child care staff members that are required to undergo the criminal background check pursuant to the CCDBGA are designated with an asterisk (*) above. Only those applicants are required to provide the addresses where they resided within five (5) years of the date that they submit the application for a criminal history background check.

- 21. Vendor-created and vendor-maintained digital application shall contain the name; address; telephone number; and DHR Licensing or Approving Number for the DHR-affiliated requesting agency to which the applicant requests that notification letters be sent. The DHR-affiliated requesting agency includes the employer; adoption agency; foster home licensing agency, child or adult care agency, volunteer coordinating agency, etc.
- 22. Vendor-created and vendor-maintained digital application shall contain a “MANDATORY CRIMINAL HISTORY CHECK NOTICE” as specified by §38-13-4, Ala. Code (1975). The notice shall must be provided to applicants seeking a suitability determination pursuant to §§ 38-13-1, Ala. Code (1975), et seq., as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018 and shall include the following or a similar statement:

"MANDATORY CRIMINAL HISTORY CHECK NOTICE: Alabama law requires that a criminal history background information check be conducted on all persons who hold a license or work in a Department of Human Resources licensed child care or adult care facility, a foster or adoptive home approved by the Department of Human Resources, or a licensed child placing agency, including all officers and agents of the entity. You are required to provide full, complete, and accurate information on your criminal conviction history upon application for a license or employment. This information shall be used to determine your suitability to provide care to children, the elderly, or disabled individuals. Refusal to complete these documents or providing false information may result in refusal of employment, approval, or licensure. The term conviction includes a determination of guilt by a trial, by a plea of guilty, or a plea of nolo contendere. You are required to notify your employer, licensing agency, or entity where you are performing volunteer work of any criminal conviction occurring subsequent to the date of completion of this notice. Any individual determined to have submitted false information may be referred to the district attorney or law enforcement for investigation and possible prosecution. An individual who intentionally falsifies or provides any misleading information on the statement is guilty of a Class A misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000) and imprisonment for not more than one year.

“Convictions for any of the following crimes shall make an individual unsuitable for employment, volunteer work, approval, or licensure:

- “1. A violent offense as defined in Section 12-25-32.

"2. A sex crime or offense defined in Section 15-20A-5.

"3. A crime that involves the physical or mental injury or maltreatment of a child, the elderly, or an individual with disabilities.

"4. A crime committed against a child.

"5. A crime involving the sale or distribution of a controlled substance.

"6. A crime or offense committed in another state or under federal law which would constitute any of the above crimes in this state.

"a. Conviction for any crime listed in the Adoption and Safe Families Act, 42 U.S.C. § 671(a)(20) shall disqualify a person from being approved or continuing to be approved as a foster parent or adoptive parent and a convicted person shall be deemed unsuitable for employment, volunteer work, approval, or licensure as a foster parent or adoptive parent.

"b. Conviction for a violation or attempted violation of an offense committed outside the State of Alabama or under federal law is a sex crime or any other crime listed in this notice if the offense would be a crime listed in this notice in Alabama.

"c. The Department of Human Resources may set other disqualifying convictions by rule under the Administrative Procedure Act, Section 41-22-1, et seq., for Department of Human Resources licensed child or adult care facilities.

"CRIMINAL HISTORY STATEMENT

"Have you ever had a suitability determination made by the Department of Human Resources in connection with a previous criminal history information background check? Yes (___) No (___).

"Have you ever been convicted of a crime? Yes (___) No (___). If yes, state the date, crime, location, punishment imposed, and whether the victim was a child or an elderly or disabled individual.

" _____

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" _____

"Date _____ Signature (Legal Name of Applicant Required) _____."

23. The second vendor-created and vendor-maintained digital application shall contain specified categories for applicants seeking a suitability determination pursuant to § 41-27-10, Ala. Code (1975), as follows:

VENDOR/CONTRACTORS:

☐ District Attorney Agreement; ☐ Northrup Gruman; ☐ State Disbursement Unit (CS Payment Center); ☐ Other DHR Vendor/Contractor (Please Specify) _____.

DHR EMPLOYMENT PROGRAM AREA STAFF:

☐ Child Support; ☐ SNAP; ☐ ISD/ALECS; ☐ Other (Please Specify) _____.

DHR EMPLOYMENT(Prospective/Current Employees):

SECTION 3: SCOPE OF PROJECT

- ☐ ASA; ☐ Financial Support Worker; ☐ Financial Support Supervisor; ☐ Program Specialist;
☐ Program Supervisor; ☐ Program Manager ☐ Program Administrator; ☐ County Director;
☐ Division Director; ☐ Other (Please Specify) _____.

ADDRESSES FOR PLACES APPLICANT HAS **LIVED** IN THE PREVIOUS FIVE (5) YEARS:

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ADDRESSES FOR PLACES APPLICANT HAS **WORKED** IN THE PREVIOUS FIVE (5) YEARS:

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ADDRESSES FOR PLACES APPLICANT HAS **ATTENDED SCHOOL** IN THE PREVIOUS FIVE (5) YEARS:

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24. Vendor-created and vendor-maintained digital application shall contain a “MANDATORY CRIMINAL HISTORY CHECK NOTICE” that must be provided to applicants seeking a suitability

determination pursuant to § 41-27-10, Ala. Code (1975), and shall include the following or a similar statement:

"MANDATORY CRIMINAL HISTORY CHECK NOTICE: Alabama law requires that a background investigation be conducted on all persons who work or will work in a Department of Human Resources or under contract who have or will have access to Federal Tax Information. You are required to provide full, complete, and accurate information on your criminal arrest and conviction history, excluding minor traffic violations, as well as information on any pending criminal charges, excluding minor traffic violations. This information shall be used to determine your suitability to obtain access to Federal Tax Information. Refusal to complete these documents or providing false information shall result in refusal or termination of employment. The term conviction includes a determination of guilt by a trial, by a plea of guilty, or a plea of nolo contendere. Any individual determined to have submitted false information may be referred to the district attorney or law enforcement for investigation and possible prosecution. An individual who intentionally falsifies or provides any misleading information on the statement is guilty of a Class A misdemeanor, punishable by a fine of not more than two thousand dollars (\$2,000) and imprisonment for not more than one year.

“(1) Felony convictions for any of the following crimes shall make an individual unsuitable for access to Federal Tax Information:

- (a) Identity theft as proscribed by the Code of Alabama 1975, §13A-8-192.
- (b) Trafficking in stolen identities as proscribed by the Code of Alabama 1975, §13A-8-193.
- (c) Use of false identity to obstruct justice as proscribed by the Code of Alabama 1975, §13A-8-194.
- (d) Public assistance fraud,; penalties as proscribed by the Code of Alabama 1975, §13A-9-150.
- (e) Misapplication of property as proscribed by the Code of Alabama 1975, §13A-9-51.
- (f) False or fraudulent statements as proscribed by the Code of Alabama 1975, §40-29-113.
- (g) Supplying false or fraudulent statements as proscribed by the Code of Alabama 1975, §40-29-114.
- (h) Perjury – Aiding or abetting – False bond – Fraudulent removal or concealment – False address as proscribed by the Code of Alabama 1975, §40-29-115.
- (i) Theft as proscribed by Chapter 8 of Title 13A of the Code of Alabama 1975 related to any of the crimes listed in paragraphs (a) to (h), inclusive and/or any lesser included crimes listed in paragraphs (a) to (h), inclusive.
- (j) A crime or offense committed in another state or under federal law which would constitute any of the above crimes in this state.

“(2) Arrests of more than three times as related to crimes listed in paragraphs 1(a) to 1(j)., inclusive will be reviewed on a case by case basis and may make an individual unsuitable for access to Federal Tax Information.

“(3) A single arrest involving more than three actions as related to crimes listed in paragraphs 1(a) to 1(j), inclusive will be reviewed on a case by case basis and may make an individual unsuitable for access to Federal Tax Information.”

"CRIMINAL HISTORY STATEMENT

"(a) Have you ever been arrested for any crime, excluding minor traffic violations? Yes (___) No (___). If yes, state the date, crime, and location.

" _____

" _____

" _____

"(b) Have you ever been convicted of any crime, excluding minor traffic violations? Yes (___) No (___). If yes, state the date, crime, location, punishment imposed.

" _____

" _____

" _____

"(c) Do you have any criminal charges pending against you, excluding minor traffic violations? Yes (___) No (___). If yes, please identify the charges and the court in which charges are pending.

" _____

" _____

" _____

"Date _____ Signature (Legal Name of Applicant Required) _____."

25. Vendor and its employees shall facilitate any necessary change(s) to the vendor-created and vendor-maintained software program as to accommodate the needs of ALDHR to fulfill its mandate under §§ 38-13-1, Ala. Code (1975), et seq., as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018; § 41-27-10, Ala. Code (1975), and the Child Care and Development Block Grant Act and any applicable laws, rules, and regulations that pertain thereto.
26. Vendor and its employees must ensure that applicants present proper identification at the time of fingerprinting at designated sites.
27. Vendor and its employees must comply with all federal and state laws, regulations, and standards (including the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and United States Attorney General.

28. Vendor must meet all requirements of the CJIS Security Policy, ABI and FBI standards and requirements for livescan.
29. Vendor must comply with the data encryption mandates required by FBI CJIS.
30. Vendor must be certified by the FBI as channelers.
31. Vendor must meet the ALDHR security requirements and have an established protocol to insure that applicants' personal data and images are secure and are not retained on local machines beyond the time required to complete the fingerprint scanning, transmission, and validation process.
32. Vendor must provide to the ALDHR thirty (30) days advance written notice of termination of the contract for any reason.
33. Vendor must provide both telephone and e-mail helpline services as a means of resolving transmission issues and other problems that should occur. Telephone and e-mail helpline services shall be operational from 8:00 a.m. to 5:00 p.m. (CST) Monday through Friday for applicants and ALDHR personnel.
34. Vendor must provide an initial response to a request for help sent to the help-line services within 48 hours of the receipt of such a request.
35. Vendor must train ALDHR Office of Criminal History staff on operational process by October 1, 2019.
36. Vendor must post Criminal History process referencing the October 2019 contract on its website by October 1, 2019.
37. Vendor must have fingerprint sites fully operational and staffed appropriately by October 1, 2019.
38. Vendor must establish and make fully operational a web site that provides information about the fingerprint process to fingerprint applicants, ALDHR officials, and any interested member of the public. Information contained on the web site should include, but not be limited to, the following: a description of the ALDHR fingerprint requirements, listing of all fingerprint sites in Alabama to include contact information and travel directions, and FAQs and answers. Web site must notify all non-affiliated applicants that chose to attempt to obtain fingerprint services or agency determinations that they will not receive refunds for funds expended.
39. Vendor must have the ability to develop, open, equip, staff, and maintain new fingerprint locations due to the closure of established sites, or demonstrated need.
40. Vendor must provide a method of delivery of data through a Web service.
41. Vendor must be willing to undergo audits by the ALDHR, ALEA, or FBI to ensure compliance with security requirements.
42. Vendor must comply with the requirements of the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, as amended, before any contract award may be made. See Section 5.02 below for more information.

3.2 STATE OF ALABAMA DEPARTMENT OF HUMAN RESOURCES

Specific responsibilities of the ALDHR are stated below:

- Approve the provider for digital fingerprint services.
- Identify contact person(s) at the ALDHR who will work closely with the vendor to ensure that

operations flow smoothly without interruption to applicant services.

- Provide a means for electronic retrieval of data files to and from the ALDHR.
- Make suitability determinations and issue suitability letters, etc. via the vendor-created and vendor-maintained software program.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

4.2.3 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of W-9 and the **Legal Status Letter** or a **CP575**. *These forms are issued by the IRS and denote an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575 are available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The W-9 and Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 *Vendor Profile and Experience*

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 *Past and Present Contractual Relationships with the Department*

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

4.2.5.1.2 *References*

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.5.1.3 *Contract Performance*

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so

declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor's Proposal.

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

***Note:** The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Vendors must indicate that they have sufficient staff to perform the services required in this RFP. If sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the key staff.

4.2.5.1.5 Staff Performance Evaluations and Training

Vendors must describe their staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.6 Background Checks

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2017 and letters from the auditor(s) who performed the 2016 and 2015 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 *Start-up Plan*

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on Tuesday, October 1, 2019.***

4.2.5.3.3 *Assessment of Benefits and Impact*

Describe the process that will be used to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.4 *Office Location*

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

4.2.5.4 *VENDOR CERTIFICATIONS*

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 *Revolving Door Policy*

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 *Debarment*

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 *Open Trade*

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.2.5.4.4 *Standard Contract*

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.5 *Charitable Choice (applies to faith-based organizations only)*

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible

members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.6 *Financial Accounting*

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.7 *Vendor Work Product*

The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

4.2.5.5.1. *Disclosure Statement*

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 *Trade Secret Affidavit*

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

4.2.5.5.3 *Certificate of Compliance*

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance** (*Appendix D*). *All proposals must include the Certificate of Compliance.*

4.2.5.5.4 *E-verify Memorandum of Understanding (MOU)*

The Certificate of Compliance must be followed by a copy of the **E-verify MOU**. *All proposals must include the E-verify MOU.*

4.2.5.5.5 *Immigration Status Form*

The E-verify MOU must be followed by a copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form. (Appendix E)*

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must submit a budget detailing all necessary expenditures for the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Budget*. A narrative description of each line item and also the responsibilities of all personnel must also be submitted. Vendors must submit two (2) annual budgets for the following periods: 1) Year 1 for *October 01, 2019* through *September 30, 2020*; and 2) Year 2 for *October 01, 2020* through *September 30, 2021*.

5.1 METHOD OF PAYMENT

Payment for services provided pursuant to this procurement will be made on a cost reimbursement basis. The Department does not provide cash advances to vendors. The selected vendor must submit invoices after it has provided the goods or services being invoiced in a timely manner.

5.2 HOLDBACKS AND PRICING INFORMATION

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale.

| Category | RFP Section | Point Value |
|---|--|-------------------------|
| Vendor Qualifying Information | 30% of points for a possible 300 points | |
| A. Vendor Profile and Experience | 4.2.5.1.1 | 275 |
| B. Past and Present Contractual Relationships with the Department | 4.2.5.1.2 | 0 |
| C. Contract Performance | 4.2.5.1.3 | <i>To be Determined</i> |
| D. Project Staff/Resumes/Job Descriptions | 4.2.5.1.4 | 0 |
| E. Staff Performance Evaluations and Training | 4.2.5.1.5 | 15 |
| F. Background Checks | 4.2.5.1.6 | 0 |
| G. Vendor Financial Stability | 4.2.5.2 | 10 |
| Method of Providing Services | 50% of points for a possible 500 points | |
| A. Service Delivery Approach | 4.2.5.3.1 | 475 |
| B. Start-up Plan | 4.2.5.3.2 | 15 |
| C. Assessment of Benefits and Impact | 4.2.5.3.3 | 10 |
| D. Office Location | 4.2.5.3.4 | 0 |
| E. Vendor Certifications | 4.2.5.4. | 0 |
| Cost Proposal | 20% of points for a possible 200 points | |
| A. Cost Proposal | 5.0 | 200 |

SECTION 7: DEFINITIONS

ALDHR State of Alabama Department of Human Resources

DPS Department of Public Safety

Channeler An entity authorized to submit fingerprints and data directly to the FBI

FBI Federal Bureau of Investigation

SBI State Bureau of Investigation

Sub-Vendor A sub-contractor who provides software or services to the Vendor

Vendor An entity submitting a proposal to perform services proposed

Process

Flow Chart A general description of ALDHR's vision of how the process might work

Code of Alabama

Title 38, Chapter 13, as amended, and the Child Care Safety Act or Act of Alabama #2018-278, enacted March 15, 2018

The legislation under which the ALDHR was charged with responsibility for performing criminal history background checks on applicants for positions having unsupervised access to children, the elderly, and people with disabilities

Section 41-27-10, Ala. Code (1975)

The legislation under which the ALDHR was charged with responsibility for performing criminal history background checks on applicants for employment with access to FTI

Alabama Administrative Code

Chapters 660-5-46-.01 through 660-5-46-.12 and 660-1-5-.01 through 660-1-5-.22

Alabama Administrative Code guiding administration of Criminal History Background Checks on applicants for positions having access to children, the elderly, and people with disabilities

Chapters 660-5-25 through 660-5-27 (TBD)

Alabama Administrative Code guiding administration of Criminal History Background Checks on applicants for positions at child care facilities

Chapters 660-1-7.01 through 660-1-7.12 (TBD)

Alabama Administrative Code guiding administration of Criminal History Background Checks on applicants for employment with access to FTI

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requests for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain a form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

MERIT SYSTEM EXCLUSION: The vendor must not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

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APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____
_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness

APPENDIX H: BUDGET

| | | | | | |
|---|-------------------------|---------------------|----------------------|-------------------------------|------------------------|
| Contract Number: | | DHR USE ONLY | Taxpayer ID#: | | |
| Agency: | | | | | |
| Address: | | | | | |
| Project Title: | | | | | |
| Budget Period: | October 01, 2019 | | to | September 30, 2021 | |
| | | | | | |
| BUDGET ITEMS | | | | | TOTAL DHR SHARE |
| 1. PERSONNEL | | | | | \$ |
| 2. SUBCONTRACTS | | | | | \$ |
| 3. TRAVEL | | | | | \$ |
| 4. SPACE | | | | | \$ |
| 5. SUPPLIES | | | | | \$ |
| 6. EQUIPMENT | | | | | \$ |
| 7. OTHER | | | | | \$ |
| 8. BUDGET TOTAL | | | | | \$ |
| Itemize the sources of ALL non-departmental funds: | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Total Non-DHR Funding: | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| DHR USE ONLY | | | | | |
| Approved for Mathematical Accuracy: | | | | | |
| Assistance Payments, Finance Division | | | | DATE | |

[illegible]

| FRINGE BENEFITS (Project Share Only) | |
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| | | | | | |
|--|--|-------------------------------|-------|----------------------------------|----|
| | | FICA | | | \$ |
| | | Workman's Compensation | | | \$ |
| | | Health Insurance | | | \$ |
| | | Other (specify) | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | Subtotal Fringe Benefits: | \$ |

| | | | | | |
|------------------------|---|--|--|--|------------------------|
| | | | | TOTAL PERSONNEL: | \$ |
| | | | | | |
| 2. SUBCONTRACTS | All subcontracts require the Department's prior written approval. | | | | TOTAL DHR SHARE |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | TOTAL SUBCONTRACTS: | \$ |
| 3. TRAVEL | Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval. | | | | TOTAL DHR SHARE |
| | | | | Within project coverage area | \$ |
| | | | | In-state (out-of-coverage area) | \$ |
| | | | | | \$ |
| | | | | Board Members - Within project coverage area | \$ |
| | | | | Board Members - In-state (out-of-coverage area) | \$ |
| | | | | | \$ |
| | | | | | |
| | | | | TOTAL TRAVEL: | \$ |
| 4. SPACE | All repairs to facilities, regardless of the cost, require the Department's prior written approval. | | | | TOTAL DHR SHARE |
| | | | | Basic Local Phone Service | \$ |
| | | | | Long Distance | \$ |
| | | | | Rent/Lease | \$ |
| | | | | Use Allowance | \$ |
| | | | | Utilities | \$ |
| | | | | Upkeep (buildings/grounds) | \$ |
| | | | | Minor Repairs | \$ |

| | | | | | |
|---------------------|---|--|--|--|------------------------|
| | | | | Other (specify) | \$ |
| | | | | | |
| | | | | | |
| | | | | TOTAL SPACE: | \$ |
| | | | | | |
| 5. SUPPLIES | | | | | TOTAL DHR SHARE |
| | | | | Office Supplies | \$ |
| | | | | Computer-related Supplies | \$ |
| | | | | Custodial Supplies | \$ |
| | | | | Other (specify) | \$ |
| | | | | | |
| | | | | | |
| | | | | TOTAL SUPPLIES: | \$ |
| 6. EQUIPMENT | The Department's prior written approval is required for all property items having a total unit or individual cost of \$500 or greater. | | | | TOTAL DHR SHARE |
| | | | | Purchase | \$ |
| | | | | Rental/Lease | \$ |
| | | | | Repairs | \$ |
| | | | | Maintenance Agreements | \$ |
| | | | | Use Allowance | \$ |
| | | | | Office Furniture | \$ |
| | | | | Office Furnishings | \$ |
| | | | | Other (specify) | \$ |
| | | | | | |
| | | | | | |
| | | | | TOTAL EQUIPMENT: | \$ |
| 7. OTHER | | | | | TOTAL DHR SHARE |
| | | | | Membership Dues (itemize and attach a separate listing) | \$ |
| | | | | Subscriptions (itemize and attach a separate listing) | \$ |
| | | | | A-133 Audit | \$ |

| | | | | | |
|--|--|--|--|------------------------------|----|
| | | | | Liability Insurance | \$ |
| | | | | Attorney (Legal) Fees | \$ |
| | | | | Other (specify) | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | TOTAL OTHER: | \$ |

APPENDIX I: INSTRUCTIONS FOR BUDGET

The line items set forth in the budget are defined below. Each line item must reflect the correct and complete information based on these definitions. For example, if travel costs are incurred in association with a particular cost item, the travel portion of the cost should be broken out and reflected as travel rather than included under the program function for which it was incurred. The first page represents a summary of the totals from the remaining pages. All budgeted funds are subject to departmental directives and the instructions set forth herein. For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

Heading

| | |
|------------------------|---|
| Contract Number | To be completed by DHR |
| Taxpayer ID | Federal Employer ID number |
| Agency | Official name of your organization |
| Address | Mailing address of business |
| Project Title | Name of project |
| Budget Periods | October 01, 2019 through September 30, 2020 (year 1) and October 01, 2020 through September 30, 2021 (year 2) |

- Personnel**

ITEMIZE separately each type position paid for in whole or in part with departmental funds. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the Department's project. Attach additional sheets if necessary (use the same column headings).

In the appropriate spaces, include for the personnel listed the fringe benefits that are applicable to the Department's project. The Department will reimburse for the cost of individual health insurance coverage for the employee. The cost of family health insurance coverage is not allowable.

- Subcontracts**

Itemize individually all contracts for major program services, including, but not limited to, program administration. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.**

DO NOT INCLUDE contract labor, maintenance agreements, lease agreements or contracts with attorneys, Certified Public Accountants used to conduct audits or other services for which there is a specific budget line item.

- Travel**

Include all travel-related costs regardless of the nature or purpose of the travel, for example, car rentals, hotels, per diem, mileage, etc., for travel incurred by staff and Board members. These costs should be broken out within project coverage area and in-state (out-of-project coverage area).

Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.

4. **Space**

Basic Local Phone Service: Includes, as applicable, the portions of the phone bill which represent basic local phone service, local toll calls, area dial and expanded area dial.

Long Distance: Include, as applicable, the portions of the phone bill which represent long distance calls and charges for 1-800 service. Do NOT include local toll calls or calls made from cell phones.

Rent/Lease: Self explanatory.

Use Allowance: To be used in the event any Board member, officer, employee, volunteer or other representative of the Applicant owns the building in which any portion of services are provided. (An FM-05 "USE ALLOWANCE – SPACE" form is required. Copies of this form are available from the Department upon request.)

Utilities: Include all utilities associated with power, gas and water. **Do not include such costs as Cable TV, telephone or Internet access.**

Upkeep (buildings/grounds): Include routine and scheduled upkeep of the facilities and grounds that are NOT the responsibility of the owner or lessor.

Minor Repairs: Include only minor repairs that are NOT the responsibility of the owner or lessor. **All repairs to facilities require the Department's prior written approval, regardless of the cost of the repair.**

Other (specify): Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

5. **Supplies**

Office Supplies: Include general office supplies. Also, include computer-related supplies, for example, floppy disks, etc.

Custodial Supplies: Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

Other (specify): Itemize, as applicable, and be specific.

6. **Equipment**

Include all property items that do not meet the definition of supplies.

Purchase: Include all costs associated with the intended procurement of property items needed to implement the child care management services. **The Department's prior written approval is required for all property items having a total unit cost of \$500 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term "unit" means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping and handling, etc. **Equipment with a total unit cost of \$500 or more must be leased.**

Rental/Lease: Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$100 require the Department's prior written approval.**

Repairs: Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$100 require the Department's prior written approval.**

Maintenance Agreements: Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$100 require the Department's prior written approval.**

Use Allowance: Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$100 requires the Department's prior written approval.**

Office Furniture: Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$500 or greater. Office Furniture with a total unit cost of \$500 or more must be leased.**

Office Furnishings: Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

Other (specify): Itemize, as applicable, and be specific.

7. Other

Membership Dues: Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Child Care Management Services. **(Include organizational dues only. Individual dues are not allowed.)**

Subscriptions: Itemize and attach a separate listing of all subscriptions to magazines, journals or other publications. All subscriptions must be **directly related** to the Child Care Management Services. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

A-133 Audit: Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive \$300,000 or more in federal funds.

Liability Insurance: Include only the premium costs for insurance policies required under the contract with the Department.

Attorney (Legal) Fees: Include all costs associated with the use of attorneys. (Specify whether the costs are based on an hourly rate or a periodic retainer.) **An Attorney Log is required to be maintained for all legal expenses incurred, as prescribed in the Manual, and all such expenditures are subject to the Department's discretion and approval.**

Other (specify): Include miscellaneous costs such as bank stop payment fees, etc., but do not include any item for which a space is otherwise provided.

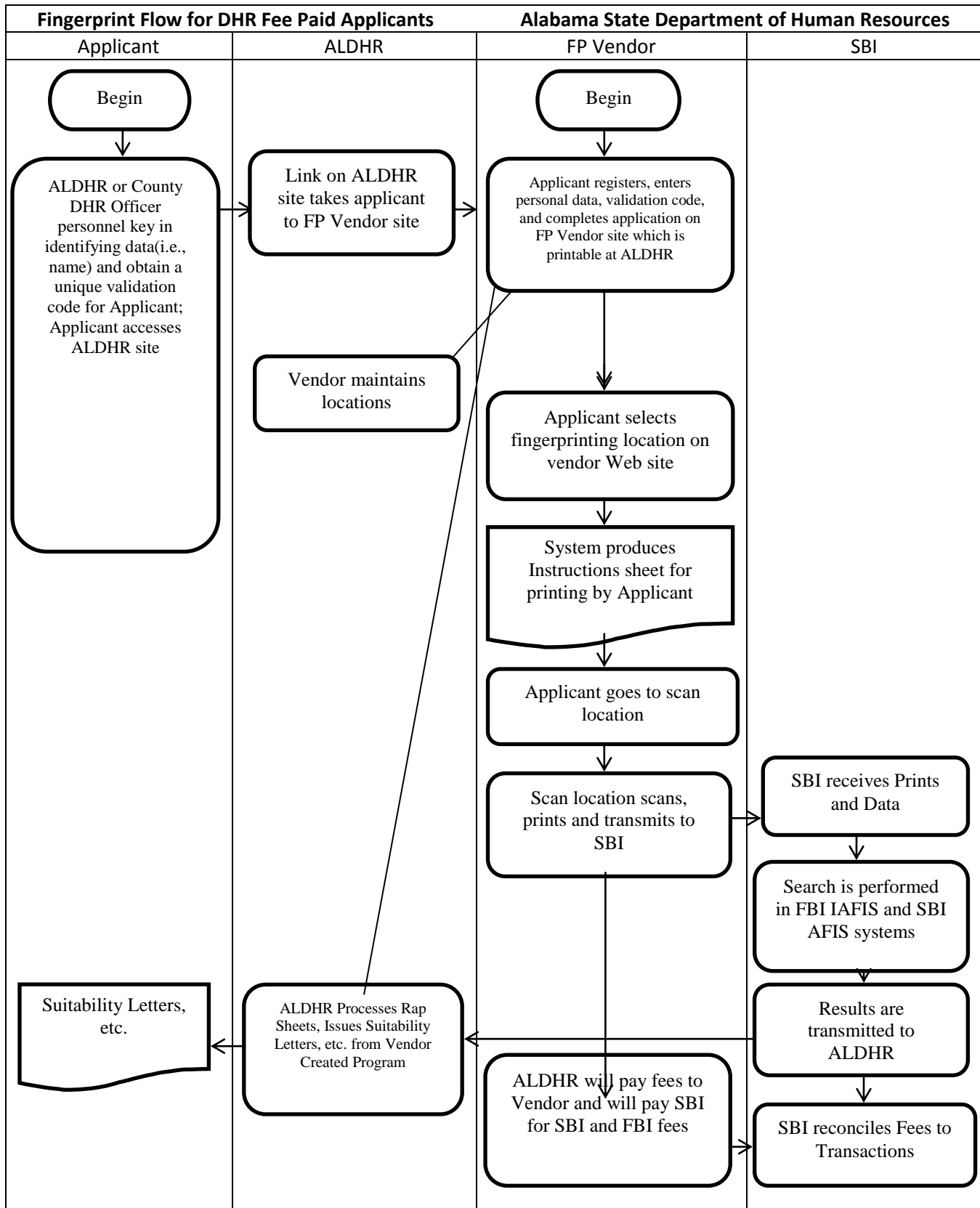
On page 1, include the totals from pages 2-4. In addition, include the following additional items:

8. BUDGET TOTAL

Enter the sum of lines 1 - 7.

In addition, in the space provided below BUDGET TOTAL, list the source and amount of all funds received directly from a source other than the Department.

APPENDIX J: DHR FEE PAID PROCESS FLOW CHART



APPENDIX K: NON-DHR FEE PAID PROCESS FLOW CHART

